

INTERLOCAL AGREEMENT FOR CREATION OF THE CAPITAL REGION TRANSPORTATION PLANNING AGENCY

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2004, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTIES OF LEON, GADSDEN and WAKULLA; the CITIES OF MIDWAY, QUINCY and TALLAHASSEE, the TOWN OF HAVANA; and the LEON COUNTY SCHOOL BOARD.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code 134 and 49 United States Code 5303, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and further requires the State Transportation Agency and the Metropolitan Planning Organization to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, 23 United States Code 134, as amended by the Intermodal Surface Transportation Efficiency Act of 1991 and the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, 112 Stat. 107), 49 United States Code 5303-5307, 23 Code of Federal Regulations 450.306, and Section 339.175, Florida Statutes, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, pursuant to 23 United States Code 134(b), 49 United States Code 5303, 23 Code of Federal Regulations 450.306(a), and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75% of the affected population (including the central city or cities) in the metropolitan area to designate a Metropolitan Planning Organization;

WHEREAS, on October 16, 2000, THE DEPARTMENT OF TRANSPORTATION, LEON COUNTY, THE CITY OF TALLAHASSEE and THE LEON COUNTY SCHOOL BOARD entered into an interlocal agreement establishing the Tallahassee-Leon County Metropolitan Planning Organization;

WHEREAS, on October 13, 2003, the Board of the Tallahassee-Leon County Metropolitan Planning Organization approved a revised Planning Area Boundary to include portions of WAKULLA and GADSDEN COUNTIES, and the CITIES OF MIDWAY and QUINCY and the TOWN OF HAVANA;

WHEREAS, on May 17, 2004, the Board of the Tallahassee-Leon County Metropolitan Planning Organization approved a reapportionment plan in accordance with the revised Planning Area Boundary, which reapportionment plan was subsequently submitted to the Governor for approval;

WHEREAS, on June 21, 2004, the Board of the Tallahassee-Leon County Metropolitan Planning Organization approved a resolution changing the name of the MPO to the Capital Region Transportation Planning Agency (the MPO), without any change to its legal organization;

WHEREAS, pursuant to Section 339.175(3), Florida Statutes, by letter to Robert Rackleff, dated August 17, 2004, the Governor has agreed to the apportionment plan of the members of the proposed Metropolitan Planning Organization as set forth in this Agreement;

WHEREAS, pursuant to 23 Code of Federal Regulations 450.306(c), and Section 339.175(1)(b), Florida Statutes, an interlocal agreement must be entered into by the Department and the governmental entities designated by the Governor for membership on the MPO;

WHEREAS, the interlocal agreement is required to create the Capital Region Transportation Planning Agency and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of and is consistent with Section 339.175(1)(b), Florida Statutes;

WHEREAS, pursuant to Section 339.175(1)(b), Florida Statutes, the interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

BOARD shall mean the governing board of the CAPITAL REGION TRANSPORTATION PLANNING AGENCY.

DEPARTMENT shall mean and refer to the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long-Range Transportation Plan is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities, indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.

Metropolitan Area means and refers to the planning area as delineated by the MPO for the urbanized area containing at least a population of 50,000 as described in 23 U.S.C. 134(b)(1), 49 U.S.C. Section 5303(c)(1), and Section 339.175, Florida Statutes, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Capital Region Transportation Planning Agency formed pursuant to this Agreement.

Transportation Improvement Program (TIP) is the is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 United States Code 134(h), 49 United States Code 5304, 23 Code of Federal Regulations 450.324 and Section 339.175, Florida Statutes.

Unified Planning Work Program (UPWP) is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description thereof and an estimated budget, all as required by 23 CFR 450.314, and Section 339.175(8), Florida Statutes.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish the Capital Region Transportation Planning Agency:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan area of this state and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;
- (d) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 U.S.C. 34 and 49 U.S.C. 5303, 5304, 5305 and 5306; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 U.S.C. 134 and 49 U.S.C. 5303, 5304, 5305 and 5306; 23 CFR 420 and 450, and

49 CFR Part 613, Subpart A: and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The Long-range Transportation Plan;
- (b) The Transportation Improvement Program;
- (c) The Unified Planning Work Program;
- (d) A congestion management system for the metropolitan area as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (g) Performing such other tasks presently or hereafter required by state or federal law.

Section 2.03. MPO decisions coordinated with the DEPARTMENT and consistent with comprehensive plans. Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State. Section 339.155, Florida Statutes, requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO and the Department in the management of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the Department and all parties to this Agreement acknowledge that the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161-3215, Florida Statutes, are applicable to this Agreement. The parties to this Agreement shall take particular care that the planning processes and planning integrity of local governments as set forth in aforementioned law shall not be infringed upon.

ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Capital Region Transportation Planning Agency.

Section 3.02. Effect on Prior Interlocal Agreement. This Agreement supercedes and replaces the October 16, 2000, Interlocal Agreement between THE DEPARTMENT OF TRANSPORTATION, LEON

COUNTY, THE CITY OF TALLAHASSEE and THE LEON COUNTY SCHOOL BOARD, upon the effective date of this Agreement. Notwithstanding the foregoing, the legal existence of the MPO shall be continuous and all lawful and valid acts of the MPO and its Board and officials prior to the date of this Agreement are hereby ratified and acknowledged as valid and binding acts of the Capital Region Transportation Planning Agency.

Section 3.03. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.04. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body of the MPO responsible for cooperative decision-making of actions taken by the MPO. The governing board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MPO.

Section 3.05. Submission of proceedings; Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents relating to its performance as a metropolitan planning organization as is requested. Charges are to be in accordance with Chapter 119, Florida Statutes.

Section 3.06. Rights of review. All parties to this Agreement, and the affected Federal funding agency (i.e., FHWA, FTA, and FAA) shall have the rights of technical review and comment of MPO projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The membership of the MPO shall consist of voting representatives from Leon County, the City of Tallahassee, the Leon County School Board, Gadsden County, Wakulla County, the City of Midway, the Town of Havana, and the City of Quincy, and one non-voting representative from the Department of Transportation.

(1) The apportionment of the membership of the MPO is based on population distribution among the following members, using weighted voting.

Governmental Entity	Voting/Non-Voting	Weighted Vote	Members
Leon County	Voting	42	*
City of Tallahassee	Voting	42	**
Leon County School Board	Voting	1	1
City of Midway	Voting	1	1
Town of Havana	Voting	1	1
City of Quincy	Voting	2	1
Gadsden County	Voting	5	1
Wakulla County	Voting	6	1
Department of Transportation	Non-voting	0	1

*Number of members from County Commission to be designated by Leon County.

****Number of members from City Commission to be designated by City of Tallahassee.**

Gadsden County and the Cities of Midway and Quincy and the Town of Havana have the option to consolidate their memberships and weighted vote into one or more memberships.

(2) The Board shall have the authority to adopt bylaws concerning the governance and management of the MPO, including provisions governing Board meetings and votes, the authority of Board officers and the authority of MPO officials. The bylaws shall address:

(A) The weighted votes assigned to each member from the County Commission designated by Leon County and each member from City Commission to be designated by City of Tallahassee.

(B) The weighted votes assigned to each representative of any consolidated membership of Gadsden County and the Cities of Midway and Quincy and the Town of Havana.

(C) Substitution and replacement of Board members.

(D) Such other matters as are necessary or convenient for the administration of the MPO.

(b) All voting representatives shall be elected officials of general purpose local governments, except for officials of an agency that operates or administers a major mode of transportation. Where all members of a governing board of the county, the city, or authority are to be voting representatives on the MPO, each member shall become a representative on the MPO upon entering office. Otherwise, individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.

(c) In no event shall county commission representatives constitute less than one-third of the weighted vote of the MPO.

(d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, that appointment shall be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms. Where Gadsden County and the Cities of Midway and Quincy and the Town of Havana elect to consolidate their memberships and weighted vote, the term of the representative member or members shall be no less than one year from the date of designation by the consolidated entity represented by the member.

ARTICLE 5

AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(4) and (5), Florida Statutes.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

- (a) As provided in Section 339.175(5)(g), Florida Statutes, the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), Florida Statutes, the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), Florida Statutes, the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), Florida Statutes, the MPO may accept funds, grants, assistance, gifts or bequests from local, State, and Federal resources;
- (e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable state laws, rules and regulations; and
- (f) The MPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The MPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(5)(d), Florida Statutes, the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(5)(e), Florida Statutes, the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), Florida Statutes, and without waiving the provisions of Section 768.28, Florida Statutes, the MPO members shall fund any liability exceeding MPO resources pursuant to the provisions of Section 7.01, and the MPO may respond to the potential for such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board. The purpose of this provision is to allocate cost responsibility among the members, and nothing herein shall create any liability on the part of any member for any obligation or any act or omission of the MPO, nor create any liability or obligation to any nonmember arising from any act or omission under this agreement.;
- (d) As provided in Section 339.175(8), Florida Statutes, the MPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR Parts 420 and 450, and 49 CFR Part 613, Subpart A, and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws;
- (f) As provided in Section 339.175(9)(a), Florida Statutes, the MPO shall enter into agreements

with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

- (g) Prepare the Long-Range Transportation Plan;
- (h) In cooperation with the Department, prepare the Transportation Improvement Program;
- (i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;
- (j) Prepare a congestion management system for the metropolitan area;
- (k) Assist the Department in mapping transportation planning boundaries required by state or federal law;
- (l) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;
- (m) Perform such other tasks presently or hereafter required by state or federal law;
- (n) Execute certifications and agreements necessary to comply with state or federal law; and
- (o) Adopt operating rules and procedures.

ARTICLE 6 ADMINISTRATION

Section 6.01. Generally. In addition to its function as the policy-making body of MPO, the Board shall have responsibility to approve the official MPO reports and take the official MPO actions required by Section 339.175, Florida Statutes. The Board Chairman shall serve as the principle administrative officer of the Board and shall have such additional duties and authority as described in the MPO bylaws. An Executive Director shall serve as the principal administration of MPO operations and staff, shall have responsibility for advising the Board regarding official MPO business and administration. The Executive Director shall have responsibility for the day-to-day administration of MPO operations, supervision of MPO staff, consultants and contractors, establishment of procedures and operational policies governing MPO administration and staff, and such other responsibilities as are set forth in the MPO bylaws.

Section 6.02. Administrative Support. The MPO shall operate as an independent legal entity, employ its own staff, and enter into any contracts necessary or convenient for its operations and administration. The MPO may contract for office space and administrative support and, alternatively or additionally, enter into arrangements with one or more of the member cities or counties for such purposes, setting forth the nature, scope and terms of service and method of compensation therefore. Such compensation may be by direct payment, by credit against monies due under Section 7.01, or a combination thereof.

Section 6.03. Recommendations and Reports. The Executive Director shall have responsibility to ensure that the Board timely receives all necessary and appropriate recommendations and reports for the efficient performance of the MPO's obligations. Unless otherwise provided by law or MPO bylaws, all

recommendations and reports by MPO staff, consultants, contractors, committees and advisory bodies shall be directed to the Executive Director, who will thereafter formulate a recommendation(s) or report to the Board for consideration and coordinate such staff and other presentations to the Board as appropriate.

Section 6.04 Delegation. The Board may, in accordance with MPO bylaws, delegate authority to one or more of its members to act on behalf of the Board as necessary for the efficient and effective performance of MPO obligations. The MPO bylaws shall provide procedures and criteria for such delegation, which shall ensure that such delegation is limited in scope and time appropriate for the intended purpose and as necessary to comply with law, and is subject to Board ratification or approval whenever practicable. Any such delegation shall be subject to the requirements of the Sunshine Law, when applicable. Additionally, the Board may, in accordance with MPO bylaws, delegate certain duties to the Executive Director, subject to such limitations in scope, direction and supervision by the Board as appropriate for the intended purpose and as necessary to comply with law.

Section 6.05 General Counsel. The MPO may employ a general counsel, who shall serve under contract and at the pleasure of the Board, providing legal counsel and services to the MPO and its Executive Director at the direction of the Board, the Board Chairman and the Executive Director.

ARTICLE 7

FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 7.01. Funding. The Department shall allocate to the MPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds. To the extent that funding allocated for MPO operations is exceeded by expenses, the balance shall be funded by the members, with the exception of the Leon County School Board, in proportion to their weighted vote without consideration of the weighted vote of the Leon County School Board. The Leon County School Board shall provide in-kind services in lieu of direct funding for MPO operations. Unless otherwise agreed by the parties hereto, any change in the weighted voting occurring during the MPO's fiscal year shall result in a proration of financial responsibility of the members.

Section 7.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 7.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR 18.42, and Chapter 119, Florida Statutes. The Executive Director or his designee shall be the custodian of official MPO records.

ARTICLE 8

MISCELLANEOUS PROVISIONS

Section 8.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 8.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 8.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by mutual agreement of all parties to this Agreement; provided, however, that by no later than January 1, 2010, and at least every five years thereafter, the Governor shall examine the composition of the MPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment every five years by the Governor, this Agreement shall be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.

(b) Withdrawal procedure. Any party, except Leon County and the City of Tallahassee and the United States Bureau of the Census designated center city(ies), may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Withdrawal of one or more members of this MPO shall not result in termination of this Agreement or the MPO. Unless agreed in writing by the remaining members of the MPO, withdrawal by a member shall be effective at the end of the MPO's fiscal year during which the memorandum of withdrawal was received, and any financial or other obligation of the withdrawing member shall remain in effect for the remainder of said fiscal year. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the MPO shall review the previous MPO designation, applicable Florida and local law, and MPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to 23 CFR 450.306(k), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Agreement is accorded membership on the MPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the MPO.

Section 8.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be as follows, addressed to the then-current incumbent:

Mayor
City of Tallahassee
300 South Adams Street
Tallahassee, FL 32301

City Attorney
City of Tallahassee
300 South Adams Street
Tallahassee, FL 32301

Chairperson
Leon County Board of County Commissioners
215 S. Monroe Street
Tallahassee, Florida 32301

County Attorney
Leon County
215 S. Monroe Street
Tallahassee, Florida 32301

Chairperson
Gadsden County Board of Commissioners
9-B East Jefferson Street
Post Office Box 1799
Quincy, Florida 32353-1799

Chairperson
Wakulla County Board of County Commissioners
3093 Crawfordville Highway
Post Office Box 1263
Crawfordville, FL 32326

Mayor
City of Quincy
404 W. Jefferson Street
Quincy, Florida 32351-2328

Director, City of Quincy Building
and Planning Department
404 West Jefferson Street
Quincy, FL 32351

Mayor
City of Midway
Post Office Box 438
Midway, FL 32343

City Manager
City of Midway
Post Office Box 438
Midway, FL 32343

Mayor
Town of Havana
P. O. Box 1068
Havana, FL 32333

Chairperson
Leon County School Board
2757 W. Pensacola Street
Tallahassee, Florida 32304

District III Secretary
Florida Department of Transportation
Post Office Box 607
Chipley, Florida 32428

Executive Director
Capital Region Transportation
Planning Agency

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address and addressee.

Section 8.05. Interpretation.

(a) Drafters of Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

Section 8.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 8.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 8.08. Effective date; Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

(b) Recordation. The Counties of LEON, GADSDEN and WAKULLA hereby agree to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

Passed and adopted by the Tallahassee City Commission, this ____ day of _____, 2004.

John Marks, Mayor
City of Tallahassee

ATTEST:
GARY HERNDON, TREASURER, CLERK
CITY OF TALLAHASSEE, FLORIDA

BY: _____

APPROVED AS TO FORM:
CITY OF TALLAHASSEE ATTORNEY'S OFFICE

BY: _____
James R. English, Esq.

(Signature Pages Continue)

Passed and adopted by the Board of County Commissioners of Leon County, this _____ day of _____, 2004.

Cliff Thael, Chair
Board of County Commissioners

ATTEST:
DAVE LANG, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
Herbert W.A. Thiele, Esq.

(Signature Pages Continue)

Passed and adopted by the Board of County Commissioners of Gadsden County, this _____ day of _____, 2004.

Edward Dixon, Chair
Board of County Commissioners

ATTEST:
NICHOLAS THOMAS, CLERK OF THE COURT
GADSDEN COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
GADSDEN COUNTY ATTORNEY

BY: _____
Hal Richmond, Esq.

(Signature Pages Continue)

Passed and adopted by the Board of County Commissioners of Wakulla County, this ____ day of _____, 2004.

Edward Brimner, Chair
Board of County Commissioners

ATTEST:
BRENT THURMOND, CLERK OF THE COURT
WAKULLA COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
WAKULLA COUNTY ATTORNEY

BY: _____
Ron Mowrey, Esq.

(Signature Pages Continue)

Passed and adopted by the Quincy City Commission, this _____ day of _____, 2004.

Derrick Elias
Mayor, City of Quincy

ATTEST:
SYLVIA HICKS, TREASURER, CLERK
CITY OF QUINCY, FLORIDA

BY: _____

APPROVED AS TO FORM:
CITY OF QUINCY

BY: _____
Jack McLane, Esq.

(Signature Pages Continue)

Passed and adopted by the Midway City Commission, this ____ day of _____, 2004.

Delores Madison
Mayor, City of Midway

ATTEST:
FRANCES HARRELL, CLERK
CITY OF MIDWAY, FLORIDA

BY: _____

APPROVED AS TO FORM:
CITY OF MIDWAY ATTORNEY

BY: _____
John Williams, Esq.

(Signature Pages Continue)

Passed and adopted by the Town of Havana Commission, this _____ day of _____, 2004.

T. J. Davis
Mayor, Town of Havana

ATTEST:
KAREN MYRICK, FINANCIAL DIRECTOR, CLERK
TOWN OF HAVANA, FLORIDA

BY: _____

APPROVED AS TO FORM:
TOWN OF HAVANA

BY: _____
Alex Hinson, Esq.

(Signature Pages Continue)

Passed and adopted by the School Board of Leon County, this ____ day of _____, 2004.

Sheila Costigan, Chairman
School Board of Leon County

ATTEST:

BY: _____

APPROVED AS TO FORM:
SCHOOL BOARD OF LEON COUNTY

BY: _____
Jeff Wahlen, Esq.

(Signature Pages Continue)

Agreed to by the State of Florida Department of Transportation, this ____ day of _____, 2004.

Edward Prescott
FDOT District III Secretary

ATTEST:

BY: _____
Executive Secretary

APPROVED AS TO FORM:
FDOT DISTRICT III, GENERAL COUNSEL

BY: _____
Bob Deal, Esq.